

**UNITED STATES DISTRICT COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

F. IRIZARRY & ASSOCIATES, PSC)

Plaintiff,)

V.)

PETRO INDUSTRIAL SOLUTIONS, LLC,)

and ADRIAN MELENDEZ,)

Defendant.)

CASE NO. _____

**ACTION FOR: COLLECTION OF
DEBT & UNJUST ENRICHMENT**

COMPLAINT

COMES NOW the Plaintiff, **F. IRIZARRY & ASSOCIATES, PSC** represented by the undersigned counsel, and respectfully states:

JURISDICTION & PARTIES

1. This Court has subject matter jurisdiction to entertain this matter pursuant to 28 U.S.C. §1332 as amended.
2. The matter in controversy exceeds the sum of seventy-five thousand dollars (\$75,000.00) exclusively of interests and court costs and there is a complete diversity of the parties.
3. Plaintiff is a Puerto Rico corporation with its main office located at 42 Calle Castillo, Ponce, Puerto Rico 00730-3741, and the mailing address is P.O. Box 332232, Ponce, P.R. 00733-2232.
4. Defendant Petro Industrial Solutions, LLC, upon information is a U.S. Virgin Islands for profit corporation, and its business office is located at 9190 Castle Coakley, Suite 5, Christiansted, VI 00820.

Complaint

F. Irizarry & Associates v. Petro Industrial Solutions, LLC, et al.

Page 2 of 4

5. Defendant Adrian Melendez is upon information the principal, officer, representative and/or alter ego of the co-defendant Petro Industrial Solutions, LLC; and his business address is 9190 Castle Coakley, Suite 5, Christiansted, VI 00820.

FACTUAL BACKGROUND

6. The Parties entered into a written agreement on July 17, 2023, when Defendants accepted the terms and conditions and through which the Plaintiff provided Professional Engineering services to the Defendant for work to be performed on the Cruzan Rum distilling facility located on St. Croix.
7. The services provided by Plaintiff included design and engineering services for the installation of an Air-Cooling Condenser System on Top of the Distillery Tower and as more specifically set out on the accepted proposal.
8. The services were performed after they were submitted and accepted by the Defendant for the project at Cruzan Rum.
9. The Parties mutually agreed to the services provided and the Defendants have failed to pay for these services and have an outstanding debt of one hundred five thousand, five hundred-seventeen dollars (\$105,517.00). This amount remains outstanding.
10. The Defendant benefited and became unjustly enriched and breached a contract with the Plaintiff after services were provided by Plaintiff and not paid by Defendant.
11. The Plaintiff has made multiple unsuccessful attempts to collect this claim.

FIRST CLAIM FOR RELIEF (Breach of Contract)

12. Plaintiff herein incorporates and adopts, as if set out in full herein, paragraphs 1-11.
13. The Parties mutually agreed that Plaintiff would provide professional service to Defendants for an agreed fee.

Complaint

F. Irizarry & Associates v. Petro Industrial Solutions, LLC, et al.

Page 3 of 4

14. The Defendants have failed to pay for these services and as such breached the agreement to pay Plaintiff for said professional services, provided to Defendants.

15. As a result of the Defendants' actions and omissions, Plaintiff has incurred in damages.

16. Defendants were obliged to pay Plaintiff for the services provided and have failed to do so.

17. Defendants are liable to Plaintiff for their actions/omissions and the failure to pay for the services provided.

SECOND CLAIM FOR RELIEF (Unjust Enrichment)

18. Plaintiff herein incorporates and adopts as if set out in full herein, paragraphs 1-17.

19. Defendants were obliged to pay Plaintiff for the services rendered to them.

20. Due to the Defendants' failure to have paid Plaintiff for the services, the Defendants have been unjustly enriched by the retention of one hundred five thousand, five hundred-seventeen dollars (\$105,517.00).

21. The Defendants had an appreciation and full knowledge of the benefit received as they were fully aware of their obligations to pay Plaintiff for the services.

22. Due to the agreement entered by the parties, on equity and good conscience, Defendants should pay to Plaintiff all amounts owed in light of Plaintiff's performance of its obligations as per the agreement.

23. As of the date of the filing of this claim the total outstanding debt is one hundred five thousand, five hundred-seventeen dollars (\$105,517.00), plus penalties and interest.

WHEREFORE, the Plaintiff respectfully requests that judgment be entered jointly and severally against all Defendants in the amount of one hundred five thousand, five hundred-

Complaint

F. Irizarry & Associates v. Petro Industrial Solutions, LLC, et al.

Page 4 of 4

seventeen dollars (\$105,517.00), together with the imposition of costs, pre and post judgment interest, and attorney's fees.

Respectfully Submitted,

GS LAW OFFICES P.C.

Counsel for Plaintiff

Dated: May 1, 2025

By: /s/ Eugenio W. A. Géigel-Simounet

Eugenio W.A. Géigel-Simounet, Esq.

VI Bar No.: 999

5020 Anchor Way, 2nd Floor Gallows Bay

P.O. Box 25749 | Christiansted, VI 00824

Tel: (340) 778-8069 | Fax: (340) 773-8524

egeigel@gslawofficespc.com

alicia@gslawofficespc.com (*legal secretary*)

Dated: May 1, 2025

By: /s/ Ann Cecile O'Neill

Ann Cecile O'Neill, Esq.

VI Bar No.: 665

5020 Anchor Way, 2nd Floor Gallows Bay

P.O. Box 25749 | Christiansted, VI 00824

Tel: (340) 778-8069 | Fax: (340) 773-8524

aconeill@gslawofficespc.com

alicia@gslawofficespc.com (*legal secretary*)